

**PATENT APPLICATION**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Assignee Name and Address: BioMérieux

Chemin de l'Orme  
69280 MARCY L'ETOILE - FRANCE

appoints the patent practitioners associated with Oliff & Berridge, PLC, Customer Number 25944 to represent before the United States Patent and Trademark Office (USPTO) in connection with any and all U.S. patent applications assigned to the above-named assignee.

The undersigned is authorized to act on behalf of the assignee.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION  
SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, TELEPHONE (703) 836-6400,  
CUSTOMER NO. 25944.**

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Date

23 June 2004

Signature

Typed Name: CROS PhilippeTitle: Corporate Manager of Industrial  
Property

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

GENERAL POWER OF ATTORNEY

Commissioner for Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

Owner Name: COMMISSARIAT A  
L'ENERGIE ATOMIQUE

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all applications in which this General Power of Attorney is filed, and all continuations and divisions thereof, owned in whole or in part by the above-named owner, and to transact all business in the Patent and Trademark Office.

The undersigned is authorized to execute this document as or on behalf of the owner.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE (703) 836-6400.**

September 16, 2004

Date



Signature \_\_\_\_\_

**R. NAGEL**  
Chef de Service

Typed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(if acting on behalf of an Owner)

**COMMISSARIAT A L'ENERGIE ATOMIQUE**

**ASSIGNMENT  
(Two Assignees)**

**(1-8) Insert Name(s)  
of Inventor(s)**

(1) <u>Yves FOUILLET</u>	(4) <u>Frederic GINOT</u>
(2) <u>Patrick POUTEAU</u>	(5) <u>Dominique MASSE</u>
(3) <u>Nicolas SARRUT</u>	(6) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

**(9A) Insert Name of First  
Assignee**

(9A) **BIO MERIEUX**  
Chemin de l'Orme  
69280 MARCY-L'ETOILE  
France

**(10A) Insert Address of First  
Assignee**

**(9B) Insert Name of Second  
Assignee**

(9B) **COMMISSARIAT A L'ENERGIE ATOMIQUE**  
31-33 rue de la Fédération  
75015 PARIS  
France

**(10B) Insert Address of Second  
Assignee**

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

**(11) Insert**

**Identification,  
such as Title, Case  
Number or Foreign  
Application Number**

(11) Hydraulic Device for the Thermo-Pneumatic Insulation and Optional Agitation of the  
Contents of an Operative Cavity

Attorney Docket No. 122001

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

**(12) Insert Date of  
Signing of  
Application**

(12) on \_\_\_\_\_

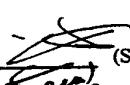
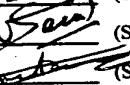
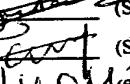
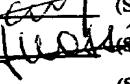
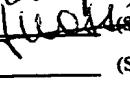
**(13) Alternative  
Identification for  
filed applications**

(13) U.S. Application Serial Number \_\_\_\_\_  
filed \_\_\_\_\_

- 1) Each undersigned agrees to execute all papers necessary in connection with the application and any continuing divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignees may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof, or any patent or reissue application based thereon, and to cooperate with the Assignees in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignees.
- 5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application or any divisional, continuing or reissue applications to the said Assignees, as Assignees of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
- 6) Each undersigned hereby grants the firm of **OLIFF & BERRIDGE, PLC** the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 21 December 2004  
 Date 21 December 2004  
 Date 21 December 2004  
 Date 21 December 2004  
 Date 23 December 2004  
 Date \_\_\_\_\_

Inventor Signature Yves FOUILLET   
 (SEAL)  
 Inventor Signature Nicolas SARRUT   
 (SEAL)  
 Inventor Signature Patrick POUTEAU   
 (SEAL)  
 Inventor Signature Frederic GINOT   
 (SEAL)  
 Inventor Signature Dominique MASSE   
 (SEAL)  
 Inventor Signature \_\_\_\_\_

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date 21 December 2004  
 Date 23 December 2004

Witness M. Clémence Lutz  
 Witness Frédéric N. DENJEAN